

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

ROXANNE LEE EVERETT,

Plaintiff,

Case No. 2:10-cv-11827

v

Hon. Arthur J. Tarnow

BRISTOL WEST INSURANCE COMPANY,
AND BRISTOL WEST PREFERRED
INSURANCE COMPANY,

Defendants.

John T. Alexander (P43789)
Alexander & Angelas, P.C.
Attorneys for Plaintiff
30200 Telegraph Rd., Ste. 400
Bingham Farms, MI 48025
(248) 290-5600
john@alexanderandangelas.com

Lori McAllister (P39501)
Dykema Gossett PLLC
Attorneys for Defendants
Capitol View
201 Townsend Street, Suite 900
Lansing, MI 48933
(517) 374-9150
lmcallister@dykema.com

FINAL JUDGMENT

This matter having come before the Court pursuant to the Preliminary Approval Order and Order Lifting Stay of Proceedings (the “Preliminary Approval Order”) entered on June 15, 2012, for the purpose of determining: (i) whether the settlement of the Litigation, on the terms and conditions set forth in the Settlement Agreement dated June 7, 2012 between a Settlement Class (“Class”) and Defendants Bristol West Insurance Company and Bristol West Preferred Insurance Company (individually and collectively, “Bristol West”), previously submitted to the Court (“Settlement Agreement”), should be approved as fair, reasonable and adequate; (ii) the amount of attorneys’ fees and expenses to award Class Counsel and the amount of compensation

to award the class representative; (iii) whether the plan of distribution is fair and reasonable; and (iv) whether a Final Judgment should be entered.

Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, this class action cannot be compromised without the approval of this Court, finding that the Class Members have been afforded reasonable notice of the proposed settlement and an opportunity to be heard, and that the settlement is fair, adequate, and reasonable. Having conducted the required analysis, and after consideration of all facts and circumstances, including those adduced at the fairness hearing, the Court finds and concludes for purposes of settlement only that the requirements of Rule 23 have been satisfied, that the settlement is fair, adequate and reasonable, and that Settlement Class members received reasonable notice of such settlement and an opportunity to be heard.

Having considered the record in this action, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. Class certification is hereby confirmed, for settlement purposes only, of a Class defined as follows:

All individuals who purchased, at additional premium, a Michigan automobile No-Fault insurance policy from Bristol West between May 6, 2004 and May 6, 2012, inclusive, which contained underinsured motorists coverage with limits of \$20,000 per person/\$40,000 per occurrence, including any of their heirs, executors, administrators, personal representatives, successors and/or assigns.

2. The Court finds that counsel for the Plaintiff is competent to serve as Class Counsel and will fairly and adequately represent the interests of the Class.

3. Based on the evidence presented at the hearing, the Court finds that notice has been given to Class Members pursuant to and in compliance with the Preliminary Approval

Order and that the notice methodology adopted pursuant to such Order and the Settlement Agreement were the best notice practicable, satisfied due process requirements, and provided Class Members with fair and adequate notice of the certification of the Class and of the fairness hearing, adequate information concerning the fairness hearing, the right to be excluded from the Class, the settlement, and the right of counsel for Plaintiff to apply for an award of attorneys' fees and expenses.

4. The terms of the settlement, as set forth in the Settlement Agreement, are hereby determined to be fair, reasonable and adequate and in the best interests of members of the Class. Accordingly, said Settlement Agreement, including each of its respective terms and conditions, is hereby finally approved by and incorporated as part of this Final Judgment. Capitalized words and terms in this Final Judgment have the same meaning as defined in the Settlement Agreement.

5. The Court finds that the Parties have substantially complied with the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. §1711 *et seq.*

6. Bristol West shall deposit the Claims Fund with the Class Administrator, in the manner and within the time set forth in the Settlement Agreement. Disbursements to Authorized Claimants shall be made by the Class Administrator in the amounts and in the manner provided in the Settlement Agreement.

7. Incentive compensation in the amount of \$3,000 shall be paid to the Representative Plaintiff within 7 days of the Effective Date of the Settlement Agreement.

8. The sum of \$230,625.00 is hereby awarded as the entire attorneys' fees and costs in this action, covering all fees for legal services, all costs, all disbursements, all out-of-pocket expenses and all other expenditures, in connection with this Litigation on behalf of Plaintiff and the Class. This sum shall be paid within 7 days of the Effective Date of the Settlement

Agreement, subject to the terms and conditions set forth in the Settlement Agreement. The Court making specific findings as stated on the record, finds the attorney's fees reasonable under the circumstances.

9. The Class Administrator shall discharge all aspects of notice, payment, and other settlement administration in accordance with the Settlement Agreement.

10. The Court hereby enters judgment fully and finally terminating all claims, on the merits and with prejudice, that are pending against Bristol West in the Litigation, and each and all of their parents, subsidiaries, divisions, joint venturers, and related and affiliated entities, and all of their respective past and present predecessors, successors, assigns, attorneys, accountants, representatives officers, directors, employees, agents, and independent contractors (collectively, "Released Parties"), and finds that Plaintiff and all Class Members who have not timely and properly excluded themselves, regardless of whether such Class Members have claimed or obtained benefits hereunder, shall, by operation of this Order, on behalf of themselves, their heirs, executors, administrators, successors and assigns, and any persons they represent, with respect to each and every Settled Claim, release and forever discharge, covenant not to sue, and shall forever be enjoined from prosecuting or receiving any compensation, remuneration, or restitution on account of any Settled Claims against any of the Released Parties beyond what is provided for in this Settlement Agreement; Provided that, nothing in this Settlement Agreement shall be deemed to alter a Class Members' contractual rights under their respective insurance policies, including, but not limited to, a Class Members' contractual right to make a claim for benefits that will become payable in the future pursuant to the express terms of the policy forms issued by Bristol West. Without in any way limiting the scope of this Settlement Agreement, the Settled Claims being released include, without limitation, any and all claims for attorneys' fees,

costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members, or by Plaintiff or the Class Members, or any of them, in connection with or related in any manner to the Action, the settlement of the Action, the administration of such settlement and/or the Settled Claims, except to the extent otherwise specified in this Settlement Agreement.

11. All Class Members who have not timely and properly excluded themselves from the Class are permanently enjoined, in either an individual or representative capacity, from filing, commencing, prosecuting, continuing, litigating, intervening in, participating in as class members or otherwise, or seeking to certify a class in, or organizing owners of policies of Bristol West into separate class of persons, as a purported class action (including by seeking to amend a pending complaint to include class allegations), or receiving any benefits or other relief from, any other lawsuit, arbitration or administrative, regulatory or other proceeding or order in any jurisdiction, based on or relating to the claims and causes of action asserted in this Litigation, the facts and circumstances relating to this Litigation, or the claims released in paragraph 10.

12. Neither this Final Judgment, the Settlement Agreement, the fact of settlement, the settlement proceedings, settlement negotiations, nor any related document, shall be used as an admission of any act or omission by Bristol West or any other Released Party or be offered or received in evidence as an admission, concession, presumption, or inference of any wrongdoing by Bristol West or any other Released Party in any proceeding, other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement or this Final Judgment.

13. The Parties are hereby authorized without further approval from the Court to adopt such amendments or modifications of the Settlement Agreement and all exhibits thereto as shall be consistent in all respects with the Settlement Order and Final Judgment and do not limit

the rights of Settlement Class Members.

14. Without affecting the finality of this Order, the Court retains jurisdiction over this Settlement to the extent necessary to implement, enforce, and administer the Settlement Agreement and this Final Judgment. Notwithstanding the foregoing, this Order constitutes a final and complete adjudication of Plaintiff's claims against Bristol West and the Court expressly determines that there is no just reason for delay pursuant to Rule 54(B).

s/Arthur J. Tarnow
ARTHUR J. TARNOW
SENIOR U.S. DISTRICT JUDGE

Dated: October 17, 2012

Person Requesting Exclusion

	Name of Person Requesting Exclusion
1	AARON PARLING
2	ABELINO RODRIGUEZ-ALMANZA
3	ADAM AL-SALAMY
4	ADRIANA DOMINGUEZ
5	ALBREETA KAIGLER
6	ALI DAABOUL
7	ALI WAREDNI
8	ALICE GIBSON
9	ALICE HARRIS
10	ALICE SPENCE
11	ALLISON BURGESS
12	AMANDA HATHAWAY
13	ANDREA KODAT
14	ANGELA BRAND
15	ANN YEZBECK
16	ANTHONY MCDANIEL
17	ANTONIO BERTZEMIS
18	APRIL OAKLEY
19	ASMIRA LEVIC
20	AUBREE PHILLIPS
21	BAHJET ALRUBAAI
22	BARBARA FISKIEWICZ
23	BARON BOGGERTY
24	BARRY PHILLIPS
25	BEATRICE GUBANCHE
26	BETTY MOXLEY
27	BONNIE LAWRENCE
28	BRANDON VANETTEN
29	BRANDY BAKER
30	BRIAN SAVAGE
31	CARL FALK
32	CARL SMITH
33	CAROL DAVIS
34	CAROL GOODS
35	CAROL WILCOX
36	CAROLINE MATSON
37	CARRIE WOODWARD
38	CASSIE FAHRNER
39	CATHERINE GUY
40	CAYETANO CASTILLO
41	CHAO LOR

42	CHARITY LOSEY
43	CHARLENE LEWIS
44	CHARLENE MUTZ
45	CHARLES BOYD
46	CHARLES BOYD
47	CHARLES BOYD
48	CHARLES CARRAVALLAH
49	CHARLES FANKHAUSER
50	CHARLES FRAZIER
51	CHARLES GLEASON
52	CHARLES RUSH
53	CHARLES SPENCE
54	CHARLIE HILL
55	CHERYL VERCAMMEN
56	CHRIS KEGELMANN
57	CHRISTINE LENTINE
58	CHRISTINE SCURTO
59	CHRISTOPHER DEMAS
60	CHRISTOPHER WILEY
61	COURTENAY PAPPLE
62	CURTIS TRUSEL
63	CYNTHIA MCREE
64	CYNTHIA THOMAS
65	DALE BOBCHIK
66	DALIA MAYORGA
67	DANIELLE WILLSON
68	DAVID BOMMERITO
69	DAVID LEE
70	DAVID MARSHALL
71	DAVID WOLTERS
72	DAWN BALLENTINE
73	DAWN CLARK
74	DAWN PIKAAR
75	DAWN VINTON
76	DEANDRA LIDELL
77	DEBORAH STRAUGHEN
78	DEBORAH TRUXAL
79	DEBRA LEWIS
80	DEIDRA WHITTIE
81	DELORES ALFORD
82	DEMEKA SAFFOLD
83	DENNIS CASE
84	DESHAWN DUNIGAN
85	DIANE BLACK

86	DIANE BUTLER
87	DIANNA LOCKE
88	DONNIE HUFFMAN
89	DOUG IVES
90	DOUGLAS GROTH
91	DOUGLAS HERINGTON
92	DUTCH LOSIK
93	ED SLUIJER II
94	ELISSE LESTER
95	ELIZABETH GONZALEZ-SALDANA
96	ELIZABETH GRABKE
97	ELLEN MAIZE
98	ERIC CURRIE
99	ERIC KROZIER
100	EULA HARRIS
101	FAROUK HASSAN
102	FIRAS ELIAS
103	FRANCES HORAN
104	FRANCINE POSEY
105	FRANCIS ANTOZAK
106	FRED HUTCHERSON
107	FRED SLABIAK
108	GARY BROOME
109	GARY GREENWELL
110	GARY RADANT
111	GENNIFER LAMBERT
112	GEORGE MEANES
113	GEORGE MILLER
114	GEORGE RHOADS
115	GERALD CUDDINGTON
116	GERALD EDGAR JR
117	GERARD MEIRTHEW
118	GHEORGHE VIDICAN
119	GLEN VANMALSEN
120	GLENDA TANCHICK
121	GLORIA SALIUS
122	GREGORY GATH
123	GRETCHEN ALLINSON
124	HELEN ADAMS
125	HELEN LEE
126	HENRY TALBERT
127	HERB LARRANCE
128	HOLLY HUIZAR
129	HOLLY IVES

130	HOWARD ROBINSON
131	IRENE SNEDDON
132	ISIDRO SANDOVAL
133	JACINTO MEDILLEN-CORNEJO
134	JAMES KING
135	JAMES LAURY
136	JAMES MOBLEY JR
137	JAMES WOLVIN
138	JAMIE MILLER
139	JAMIE SMITH
140	JAMMIE DRAGONETTI
141	JANET SPORE
142	JASON FLATT
143	JASON MIRO
144	JAYLYNN WALSH
145	JEANETTE SCHNEIDER
146	JEFFERY HOWE
147	JEFFERY LATKA
148	JENNI FADDOUL
149	JENY NGUYEN
150	JEREMIAH KEELER
151	JESSICA ADAMS
152	JESSICA MC GARVEY
153	JESSICA SLAVEN
154	JESSIE SMITH
155	JESUS GASPAR-LUCAS
156	JOAN ZUPPKE
157	JOBRAH REFAI
158	JOHN HENDRICKS
159	JOHN HODGE
160	JORGE MANUEL
161	JOSE GARCIA
162	JOSE RINCONES
163	JOSHUA BUCHANAN
164	JOYCE LAMARRA
165	JUANITA DEMAAT
166	JUDITH ESPER
167	JUDITH TURNER
168	JUDY BOYER
169	JULIE JOYAL
170	JUNE GARCIA
171	JUSTIN MONTGOMERY
172	KAIA THOMAS
173	KAREN THOMAS

174	KATHLEEN BOYD
175	KATHLEEN DAGOSTINO
176	KATHLEEN THOMAS
177	KATHY CHERNENKO
178	KATHY MCGLASHEN
179	KATIE SCHAUB
180	KEITH WHITE
181	KELLY FRIZZLE
182	KELLY GERMAIN
183	KEN JACKSON
184	KENNETH WESTFALL
185	KEVIN EMMONS
186	KIMBERLY MAJOR
187	KIMBERLY YOUNGS
188	KRISTEN SLAYDEN
189	KRISTIN FORESTER
190	KULDIP SINGH
191	KYLIE CLARK
192	LANA LUSK
193	LAQUISE SMITH
194	LARRY CARTER
195	LAURA INGHAM
196	LAURA KENNON
197	LAURIE GAPSKE
198	LAURIE NAVARRE
199	LAYCEE BRICKER
200	LEAH DELINE
201	LEANNE PRATT
202	LINDA ABBOTT
203	LINDA GARZA
204	LINDA HELMINSKI
205	LINDA POTTER
206	LINDA SANDERS
207	LINDA WROBLEWSKI
208	LISA BAUMAN
209	LISA SCHNEIDER
210	LISA WALTER
211	LORETTA COCKRELL
212	LOTTIE HUGHLEY
213	LYNN STALKER
214	M PANTOJA
215	MA YANG
216	MAHFOUZ FADEL
217	MAKITO MORI

218	MALVINDA JONES
219	MARGARET MEYER
220	MARGARET SCHLACK
221	MARGIE GREGGS
222	MARK BROWNING
223	MARK BUTER
224	MARK HELTUNEN
225	MARK TENHOPEN
226	MARK ZAPPA
227	MARLENE LAMB
228	MARSHA PERSAILS
229	MARTHA THAMES
230	MARTTI PEEPLES
231	MARY BELBACK
232	MARY DARBY
233	MARY KENNEDY-JACOB
234	MARY SEBERO
235	MATTHEW LENNOX
236	MAUREEN ELAM
237	MAXINE REED
238	MELEA PRICE
239	MELISSA JONES
240	MELISSA RACKLIFF
241	MELVIN WISEMAN
242	MERLYN CHARBONEAU
243	MICHAEL ANDERSON
244	MICHAEL BERUTTI
245	MICHAEL DORNBACH III
246	MICHAEL DOST
247	MICHAEL HARPER
248	MICHAEL HORN
249	MICHAEL KENNICOTT
250	MICHELLE BILLMAIER
251	MICHELLE BRYCE
252	MIKE NEUMAN
253	MILDRED BOYLAN
254	MINDY BIDWELL
255	MOHAMAD FADEL
256	MOSES NAIF
257	MUSTAFA MECO
258	NANCY BOLMOWSKI
259	NANCY MARTIN
260	NANCY WHEELER
261	NICOLE COPELAND

262	NICOLE LIIMATTA
263	NICOLE VARGAS
264	NOURA SHAKKURI
265	OLIVER SHEPARD
266	PAMELA KILBY
267	PATRICIA BOESKOOL
268	PATRICIA CULVER
269	PATRICK RAY
270	PAUL CRON
271	PAUL GREENLEAF
272	PAUL GUYMER
273	PEGGY HUGHES
274	PHILIP THOMAS
275	PHILLIP SNOW
276	POLLY COOK
277	RAFAL KABICKI
278	RALPH MCCLAIN
279	RAYMOND CRANE JR
280	RAYMOND SABLOSKY
281	RENITA GILMORE
282	RHONDA COSBY
283	RICHARD BULL
284	RICHARD FLATT
285	RICHARD LANE
286	RICHARD MILLER
287	ROBERT ANDERSON
288	ROBERT FOLSOM
289	ROBERT GIBISAS
290	ROBERT PETERMAN
291	ROBERT RAYNER SR
292	ROBERT TIMMERMAN
293	ROBERTA FIELD
294	ROBERTA SPIKES
295	ROBERTO HERNANDEZ
296	ROBIN BARTSHE
297	ROBIN WARD
298	RODNEY LEE
299	ROSE WELLS
300	ROSEMARY DILEO
301	RUSSEL OVERMYER
302	RUTH BENNETT
303	SAADA REDA
304	SAMIR HERMIZ-ALKHOORI
305	SAMIUDDIN AHMED

306	SAMMY MARTIN
307	SAMSON BURSS
308	SAMUEL WELLS
309	SANDY RICHARDS
310	SANG TRAN
311	SANTOS GARCIA
312	SARAH DAHLEM
313	SARAH REIGLE
314	SAUNDRA GRAVES
315	SEMSIJA IBRAHIMOVIC
316	SHAHIRA MANCINI
317	SHARON MOE
318	SHARON VANDERWEL
319	SHIRLEEN MAGNAN
320	SHIRLEY EALY
321	SIHAM MAWRI
322	SILAS NICHOLS
323	SON PHAM
324	SONYA MCVAY
325	STEVE MEEKHOF
326	STEVEN OLIVER
327	STEVEN STEINBERG
328	SUE TRUSS
329	SUMMER ELARAMEEN
330	SUSAN CHAPUT
331	SUSAN LITTLE
332	SUSANNE DAVIS
333	SYLVIA COLEMAN
334	TAMEKA JOHNSON
335	TAMMY CHANADY
336	TANEKI DAVIS
337	TANYA GARDNER
338	TERESA SANFORD
339	TERESA SPRINGER
340	THERESA FISHER
341	THOMAS HALVORSEN
342	TINA ALLBEE
343	TINA BULLARD
344	TOMIKIA GARDNER
345	TONY ANDERSON
346	TYLER FANSON
347	VALINDA ASIEDU
348	VANCE D SHARLOW
349	VANGJEL BETA

350	VERA MONGO
351	VERNETTA MULLER
352	VERSITA DAILEY
353	VICKI ABHRIEL
354	VICTOR KOCH
355	VICTORIA BARASH
356	VINCENT JOHNSON
357	WALTER ANTHONY SAWICKI
358	WANDA LEWIS
359	WENDY SADLER
360	WILLIAM WATERS
361	XIANGQUAN JIA
362	YEE LEE
363	YVONNE WASHE
364	ZIZA CELOVIC